

NORTH SLOPE BOROUGH SCHOOL DISTRICT STRATEGIC PLANNING (SY2022-23) – PHASES 2 & 3

OnStrategy is pleased to submit the following proposal to the North Slope Borough School District to facilitate the continuation of the strategic planning efforts initiated in 2008. Specifically, this estimate includes the following work for the time period of **September 2022 through June 2023**.

The following activities have been requested to revisit and redevelop the strategic plan:

- Gather insight and perspective from NSBSD Directors to inform the Winter Retreat.
- Facilitate a Two-Day Winter Strategic Planning Board Retreat in November/December 2022 for comprehensive planning, direction setting, priority setting and budget alignment.
- Update the Strategic Plan and Roadmap and define Priorities/Focus for 2023/24 to inform the budget.
- Engage with Directors around the implementation approach and "how" the District moves forward.
- Support the communication, roll out and execution of NSBSD's strategic priorities.

Engagement Approach

To continue the planning process for SY2022-23, OnStrategy will provide the following activities:

Phase 2: Strategic Planning – Winter Board Retreat

- **Board Retreat Prep:** Planning and preparation for Winter Board Retreat, including input/perspective from NSBSD Directors. (On-Site, 2 Facilitators) (Sept-Dec 2022)
- Winter Board Retreat: Facilitate a Two-Day Board Retreat for Comprehensive Strategic Planning and Direction Setting (Jan 2023)
- Deliverable: Updated Strategic Plan/Roadmap & Summary of Board Priorities for SY23/24 (Jan 2023)
- Communication Document (Optional): Design-enhanced Communication Document/Strategic Plan Overview

Phase 3: Strategic Plan Roll Out & Implementation

- **Department Planning:** Work with Directors to define "how" the District Priorities will be implemented. Provide the structure for simplified annual planning and implementation management
- Implementation Support: Support the implementation process through ongoing check-ins at the Department and District level
- **Bi-Annual Reporting:** Support the Bi-Annual Reporting process to ensure the Board and other Key Stakeholder stay informed related to progress of the district priorities, success indicators and other key points of information





Engagement Assumptions

- **Session Facilitation:** Includes one trip in December/January for a 2-day onsite session in Alaska. OnStrategy will provide 1 professional facilitator and 1 support staff for the session.
- **Travel & Expenses:** Travel and expenses (supplies/materials) for two (2) people for two (2) trips (August and Winter Retreats) to Barrow, AK are estimated and will be billed at actual. Estimate includes airfare, hotel, ground transportation, airport parking, and meals. Cost reduced for any client-paid expenses.
- **Deliverable(s)**: All deliverables listed under Engagement Approach will be produced by OnStrategy.
- **Onsite Safety Protocols:** For in-person sessions, we require adherence to CDC guidelines related to COVID-19 safety and protocols.

Fees

Fees include all services as outlined above. Should the nature of the engagement exceed or expand beyond the planning approach as outlined above, a new scope will be drafted for the extension of work.

OnStrategy Services	Cost (USD)	Billing Terms
Phase 2: Strategic Planning – Winter Board Retreat	\$34,000 - \$39,500	Billed monthly based on hours incurred. Due net 30.
Phase 3: Strategic Plan Roll Out & Implementation	\$19,000 - \$23,000	Billed monthly based on hours incurred. Due net 30.
Estimated Travel Expenses – 2 Trips/2 People	\$5,500- \$6,500	Billed based on actual. Due net 30.
Total (Not-to-Exceed Fees)	\$58,500- \$69,000	

Contract Terms

Invoicing/Payments: Billing terms noted above. All amounts in US Dollars.

Contract Expiration: Contract expires 90 days from contract date if not signed.

Project Timeframe: Services to run from September 2022 through June 2023.

Cancellation of Services: If client wishes to terminate the contract before completion of services, OnStrategy requires a 30-day written notice of such cancellation. Client agrees to pay all fees and expenses associated with services provided until cancellation.

2





Client Accounts Payable Details

Company Name	
Billing Contact Name	Title
Email Address	Phone Number
Billing Address	Zip Code
City & State	Country

Authorization

Entire Contract: This Contract, including the exhibits hereto, represents the entire agreement between the parties hereto and supersedes all prior and contemporaneous written or oral agreements and all other communications between the parties relating to the Services to be rendered hereunder. Any additions, deletions or modifications shall not be binding on either party unless accepted and approved in writing by duly authorized representatives of both parties. In the event of any contradictory provisions between this Contract and the terms of any agreements, exhibits, attachments or schedules hereto or any purchase order or other documents issued by the Client or OnStrategy in connection herewith, the terms set forth in the body of this Contract shall prevail.

Please return to: kim@onstrategyhq.com.

Client:

North Slope Borough School District

Signed:		

Print:		
· · · · · · · · · · · · · · · · · · ·	 	

Title:	 	

Date			

Provider: OnStrategy

Elle-

____Erica Olsen____

____CEO/Co-Founder_____

____December 12, 2022_____



ADDENDUM

PROFESSIONAL SERVICES AGREEMENT

WHEREAS, the Client wishes to obtain professional services from OnStrategy,

WHEREAS, OnStrategy has the knowledge, skill, and capability to perform such services for the Client,

THEREFORE, in consideration of the foregoing, the parties intend to be legally bound, hereby agree to the following:

Services.

OnStrategy is hereby retained by Client, and OnStrategy agrees to provide the services set forth in the Facilitation Services Contract to which this is attached and incorporated herein. Services shall be performed in accordance with the timeline set forth in the Facilitation Services Contract – Engagement Approach, or any supplemental schedule prepared by OnStrategy and agreed to in writing by an authorized representative of the Client.

Service Requirements.

The Services delivered hereunder shall conform in all material respects to the specifications set forth in the Facilitation Services Contract, Expected Outcomes and/or Engagement Approach, and any other requirements agreed upon by the parties in writing. OnStrategy agrees to use sound and professional principles and practices in accordance with normally accepted industry standards in rendering Services hereunder, and OnStrategy further agrees that performance shall reflect the best professional knowledge, skill, and judgment. OnStrategy shall furnish competent personnel for fulfillment of its obligations. If the Client deems OnStrategy personnel unsatisfactory to perform Services due to a failure by such personnel to comply with the terms and conditions imposed on OnStrategy as set forth herein, such personnel shall be removed promptly.

Delivery of Services.

OnStrategy reserves the right to modify the method of service delivery in the event of unforeseen circumstances that prevent travel for in-person delivery or unnecessarily puts the health or safety of the OnStrategy staff or Client participants at risk.

Service Delay.

Client shall promptly notify OnStrategy if there is any unforeseen problem that is likely to cause a material delay or difficulty in OnStrategy's ability to provide the Services and/or achieving any objectives of the Facilitation Services Contract.

Nature of Services.

Work Product. Any and all reports, documentation, files, media and other materials created or produced by OnStrategy in connection with the Services rendered hereunder shall be deemed "Work Product."

Work Made for Hire. The Work Product shall constitute works-made-for-hire belonging exclusively to the Client. To the extent that any Work Product does not constitute a work-made-for-hire owned by the Client, OnStrategy agrees to assign and transfer all of its right, title and interest in such Work Product to the Client. The Client retains the right to modify the Work Product or to merge the Work Product into other documents or other materials owned or utilized by the Client.

OnStrategy Proprietary Material. Client does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material which has not or is not created as part of the Services to be rendered hereunder which is proprietary to OnStrategy ("Service Provider Proprietary Material"). However, if OnStrategy incorporates any Service Provider Proprietary Material into any Work Product, or any of the Work Product requires Service Provider Proprietary Material in order to operate or otherwise be usable by the Client, OnStrategy hereby grants the Client a nonexclusive, royalty free, fully paid, perpetual, irrevocable license to use the OnStrategy Proprietary Material as part of the Work Product.

Third Party Proprietary Material. The Client does not under this Agreement acquire any ownership rights in and/or to any software, documentation, tools, techniques, methodologies or other material that is proprietary to any third party ("Third Party Proprietary Material"). The Client shall be responsible for obtaining any necessary licenses for Third-





Party Proprietary Material. OnStrategy may not incorporate any Third-Party Proprietary Material into the Work Product without the prior written consent of the Client.

Change Orders.

The Client may request changes that affect the scope of the Services relating to the Facilitation Services Contract including change to any deliverables. OnStrategy will accept non-material changes, but all other changes shall occur via a change order signed by the Parties. If any change(s) impacts the cost to OnStrategy for providing the Services or Deliverables or time required to perform its Services, Parties shall negotiate in good faith a reasonable adjustment to applicable fees, time schedule and/or milestones.

Counterparts.

This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, and such counterparts will together constitute the same instrument.

Severability.

The provisions of this Agreement shall be deemed severable, and if any portion shall be held invalid, illegal or unenforceable for any reason, the remainder of this Agreement shall be effective and binding upon the parties, unless to do so would clearly violate the present legal and valid intention of the parties hereto.

Remedies.

Pursuit by either party of any remedies described herein, or otherwise available at law or inequity, shall not preclude pursuit by that party of any other remedy or remedies provided herein or otherwise available at law or in equity. All remedies, rights, undertakings, obligations and agreements shall be cumulative and none of them shall be in limitation of any other remedy, right, undertaking, obligation or agreement of either party.

